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BEAUTY SUPPLY INSTITUTE, LLC
and DEVIN ROBINSON

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JYNNÉ ROSS, an individual,
Plaintiff,

v.

BEAUTY SUPPLY INSTITUTE, LLC,
a Georgia Limited Liability Company;
DEVIN ROBINSON, an individual; and
DOES 1 through 40, inclusive,
Defendant.

Case No.: 2:20-cv-10615-SB-PVC
[Removed from Los Angeles County Superior
Court Case No. 20STCV39925]

**DEFENDANTS' ANSWER,
AFFIRMATIVE DEFENSES, AND
DEMAND FOR JURY TRIAL**

Defendants Beauty Supply Institute, LLC and Devin Robinson (collectively for the purposes of this pleading, the "Defendants") hereby file and serve their answer, affirmative defenses, and demand for jury trial in response to Plaintiff Jynné Ross's complaint in this action, respectfully showing this Court the following:

JURISDICTION AND VENUE

1. In response to Paragraph 1 of the Complaint, Defendants deny that the Los Angeles Superior Court has jurisdiction over this action but admit that, by virtue of Defendants' removal of Plaintiff's Complaint to the Central District of California, this Court has jurisdiction over this action.

1 2. In response to Paragraph 2 of the Complaint, Defendants are not
2 required to answer legal conclusions and arguments. Defendants deny each and
3 every allegation.

4 **PARTIES**

5 3. In response to Paragraph 3 of the Complaint, Defendants are without
6 sufficient knowledge or information to form a belief as to the truth of the allegations
7 and, on that basis, deny each and every allegation.

8 4. In response to Paragraph 4 of the Complaint, Defendants admit only
9 that BSI is a limited liability company with its principal business address at 1900
10 The Exchange, Suite 650, Atlanta, Georgia 30339. Defendants deny each and every
11 other allegation.

12 5. In response to Paragraph 5 of the Complaint, Defendants admit only
13 that Mr. Robinson resides in the State of Georgia. Defendants deny each and every
14 other allegation.

15 6. In response to Paragraph 6 of the Complaint, Defendants admit only
16 that Mr. Hunter and Ms. Jones are employees of BSI. Defendants deny each and
17 every other allegation.

18 7. In response to Paragraph 7 of the Complaint, Defendants are not
19 required to answer legal conclusions and arguments. Defendants deny each and
20 every allegation.

21 8. In response to Paragraph 8 of the Complaint, Defendants are not
22 required to answer legal conclusions and arguments. Defendants deny each and
23 every allegation.

24 9. In response to Paragraph 9 of the Complaint, Defendants are not
25 required to answer legal conclusions and arguments. Defendants deny each and
26 every allegation.

1 10. In response to Paragraph 10 of the Complaint, Defendants are not
2 required to answer legal conclusions and arguments. Defendants deny each and
3 every allegation.

4 11. In response to Paragraph 11 of the Complaint, Defendants are not
5 required to answer legal conclusions and arguments. Defendants deny each and
6 every allegation.

7 12. In response to Paragraph 12 of the Complaint, Defendants are not
8 required to answer legal conclusions and arguments. Defendants deny each and
9 every allegation.

10 13. In response to Paragraph 13 of the Complaint, Defendants are not
11 required to answer legal conclusions and arguments. Defendants deny each and
12 every allegation.

13 **GENERAL ALLEGATIONS**

14 **The Agreement**

15 14. In response to Paragraph 14 of the Complaint, Defendants admit all
16 allegations in this paragraph.

17 15. In response to Paragraph 15 of the Complaint, Defendants are without
18 sufficient knowledge or information to form a belief as to the truth of the allegations
19 and, on that basis, deny each and every allegation.

20 16. In response to Paragraph 16 of the Complaint, Defendants deny each and
21 every allegation.

22 17. In response to Paragraph 17 of the Complaint, Defendants deny each and
23 every allegation.

24 18. In response to Paragraph 18 of the Complaint, Defendants deny each and
25 every allegation.

26 19. In response to Paragraph 19 of the Complaint, Defendants are not
27 required to answer legal conclusions and arguments. Defendants deny each and
28 every allegation.

1 20. In response to Paragraph 20 of the Complaint, Defendants deny each and
2 every allegation.

3 21. In response to Paragraph 21 of the Complaint, Defendants deny each and
4 every allegation.

5 22. In response to Paragraph 22 of the Complaint, Defendants deny each and
6 every allegation.

7 23. In response to Paragraph 23 of the Complaint, Defendants deny each and
8 every allegation.

9 24. In response to Paragraph 24 of the Complaint, Defendants deny each and
10 every allegation.

11 25. In response to Paragraph 25 of the Complaint, Defendants deny each and
12 every allegation.

13 26. In response to Paragraph 26 of the Complaint, Defendants deny each and
14 every allegation.

15 27. In response to Paragraph 27 of the Complaint, Defendants admit that the
16 document attached as **Exhibit 2** to the Complaint is a true and correct copy of the
17 “Full Contact Store Opening Services Agreement” (the “Agreement”) by and
18 between the parties. Defendants deny each and every other allegation.

19 **Defendants’ Fraudulent Concealment**

20 28. In response to Paragraph 28 of the Complaint, Defendants deny each and
21 every allegation.

22 29. In response to Paragraph 29 of the Complaint, Defendants deny each and
23 every allegation.

24 30. In response to Paragraph 30 of the Complaint, Defendants are without
25 sufficient knowledge or information to form a belief as to the truth of the allegations
26 and, on that basis, deny each and every allegation.

27 31. In response to Paragraph 31 of the Complaint, Defendants deny each and
28 every allegation.

1 32. In response to Paragraph 32 of the Complaint, Defendants deny each and
2 every allegation.

3 33. In response to Paragraph 33 of the Complaint, Defendants deny each and
4 every allegation.

5 34. In response to Paragraph 34 of the Complaint, Defendants deny each and
6 every allegation.

7 35. In response to Paragraph 35 of the Complaint, Defendants admit that
8 Plaintiff's store has not yet opened for reasons unattributable to Defendants.
9 Defendants deny each and every other allegation.

10 36. In response to Paragraph 36 of the Complaint, Defendants deny each and
11 every allegation.

12 **FIRST CAUSE OF ACTION**

13 **Breach of Written Contract**

14 **Against All Defendants**

15 37. Defendants incorporate by reference their answers to paragraphs 1
16 through 36 of the Complaint as though fully set forth here.

17 38. In response to Paragraph 38 of the Complaint, Defendants admit all
18 allegations in this paragraph.

19 39. In response to Paragraph 39 of the Complaint, Defendants admit all
20 allegations in this paragraph.

21 40. In response to Paragraph 40 of the Complaint, Defendants admit all
22 allegations in this paragraph.

23 41. In response to Paragraph 41 of the Complaint, Defendants admit that
24 Plaintiff correctly cites the Agreement between the parties. Defendants deny each and
25 every other allegation.

26 42. In response to Paragraph 42 of the Complaint, Defendants respond that
27 the parties' Agreement references "the timely nature of this project." Defendants
28 deny each and every other allegation.

1 43. In response to Paragraph 43 of the Complaint, Defendants respond that
2 the parties' Agreement contains a "projection" that work would be complete no later
3 than 90 business days "barring no unforeseen delays" Defendants deny each and
4 every other allegation.

5 44. In response to Paragraph 44 of the Complaint, Defendants deny each and
6 every allegation.

7 45. In response to Paragraph 45 of the Complaint, Defendants are without
8 sufficient knowledge or information to form a belief as to the truth of the allegations
9 and, on that basis, deny each and every allegation.

10 46. In response to Paragraph 46 of the Complaint, Defendants are without
11 sufficient knowledge or information to form a belief as to the truth of the allegations
12 and, on that basis, deny each and every allegation.

13 47. In response to Paragraph 47 of the Complaint, Defendants deny each
14 and every allegation.

15 48. In response to Paragraph 48 of the Complaint, Defendants are without
16 sufficient knowledge or information to form a belief as to the truth of the allegations
17 and, on that basis, deny each and every allegation.

18 49. In response to Paragraph 49 of the Complaint, Defendants are without
19 sufficient knowledge or information to form a belief as to the truth of the allegations
20 and, on that basis, deny each and every allegation.

21 50. In response to Paragraph 50 of the Complaint, Defendants deny each
22 and every allegation.

23 51. In response to Paragraph 51 of the Complaint, Defendants deny each
24 and every allegation.

25 52. In response to Paragraph 52 of the Complaint, Defendants deny each
26 and every allegation.

27 53. In response to Paragraph 53 of the Complaint, Defendants deny each
28 and every allegation.

1 54. In response to Paragraph 54 of the Complaint, Defendants deny each
2 and every allegation.

3 55. In response to Paragraph 55 of the Complaint, Defendants deny each
4 and every allegation.

5 56. In response to Paragraph 56 of the Complaint, Defendants deny each
6 and every allegation.

7 **SECOND CAUSE OF ACTION**

8 **Fraud—Concealment**

9 **Against All Defendants**

10 57. Defendants incorporate by reference their answers to paragraphs 1
11 through 56 of the Complaint as though fully set forth here.

12 58. In response to Paragraph 58 of the Complaint, Defendants deny each
13 and every allegation.

14 59. In response to Paragraph 59 of the Complaint, Defendants deny each
15 and every allegation.

16 60. In response to Paragraph 60 of the Complaint, Defendants deny each
17 and every allegation.

18 61. In response to Paragraph 61 of the Complaint, Defendants deny each
19 and every allegation.

20 62. In response to Paragraph 62 of the Complaint, Defendants deny each
21 and every allegation.

22 63. In response to Paragraph 63 of the Complaint, Defendants deny each
23 and every allegation.

24 64. In response to Paragraph 64 of the Complaint, Defendants deny each
25 and every allegation.

26 65. In response to Paragraph 65 of the Complaint, Defendants deny each
27 and every allegation.
28

1 66. In response to Paragraph 66 of the Complaint, Defendants deny each
2 and every allegation.

3 67. In response to Paragraph 67 of the Complaint, Defendants deny each
4 and every allegation.

5 68. In response to Paragraph 68 of the Complaint, Defendants deny each
6 and every allegation.

7 **THIRD CAUSE OF ACTION**

8 **Fraud—Intentional Misrepresentation**

9 **Against All Defendants**

10 69. Defendants incorporate by reference their answers to paragraphs 1
11 through 68 of the Complaint as though fully set forth here.

12 70. In response to Paragraph 70 of the Complaint, Defendants deny each
13 and every allegation.

14 71. In response to Paragraph 71 of the Complaint, Defendants deny each
15 and every allegation.

16 72. In response to Paragraph 72 of the Complaint, Defendants deny each
17 and every allegation.

18 73. In response to Paragraph 73 of the Complaint, Defendants deny each
19 and every allegation.

20 74. In response to Paragraph 74 of the Complaint, Defendants deny each
21 and every allegation.

22 75. In response to Paragraph 75 of the Complaint, Defendants deny each
23 and every allegation.

24 76. In response to Paragraph 76 of the Complaint, Defendants deny each
25 and every allegation.

26 77. In response to Paragraph 77 of the Complaint, Defendants deny each
27 and every allegation.

28

1 78. In response to Paragraph 78 of the Complaint, Defendants deny each
2 and every allegation.

3 79. In response to Paragraph 79 of the Complaint, Defendants deny each
4 and every allegation.

5 80. In response to Paragraph 80 of the Complaint, Defendants deny each
6 and every allegation.

7 81. In response to Paragraph 81 of the Complaint, Defendants deny each
8 and every allegation.

9 82. In response to Paragraph 82 of the Complaint, Defendants deny each
10 and every allegation.

11 83. In response to Paragraph 83 of the Complaint, Defendants deny each
12 and every allegation.

13 84. In response to Paragraph 84 of the Complaint, Defendants deny each
14 and every allegation.

15 85. In response to Paragraph 85 of the Complaint, Defendants deny each
16 and every allegation.

17 86. In response to Paragraph 86 of the Complaint, Defendants deny each
18 and every allegation.

19 **FOURTH CAUSE OF ACTION**

20 **Conversion**

21 **Against All Defendants**

22 87. Defendants incorporate by reference their answers to paragraphs 1
23 through 86 of the Complaint as though fully set forth here.

24 88. In response to Paragraph 88 of the Complaint, Defendants admit that
25 Plaintiff paid money into a holding account pursuant to the Agreement between the
26 parties. Defendants deny each and every other allegation.

27 89. In response to Paragraph 89 of the Complaint, Defendants deny each
28 and every allegation.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. Plaintiff's Complaint, and each and every cause of action therein, fails to state a claim for which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Improper Venue)

2. This Court is an improper venue for resolution of Plaintiff's causes of action. In the above-referenced Agreement, Plaintiff and Defendants agreed that all claims arising out of or relating to the Agreement shall be litigated in the courts of Fulton County, Georgia.

THIRD AFFIRMATIVE DEFENSE

(Failure to Plead Fraud With Particularity)

3. All of Plaintiff's fraud-based causes of action should be dismissed because Plaintiff fails to allege fraud with the particularity required by Fed. R. Civ. P. 9(b).

FOURTH AFFIRMATIVE DEFENSE

(Economic Loss Doctrine)

4. Plaintiff's alleged tort damages consist only of economic losses and, as a result, are barred by application of the economic loss doctrine.

FIFTH AFFIRMATIVE DEFENSE

(Force Majeure)

5. Plaintiff's Complaint, and each and every cause of action therein, fails to the extent Plaintiff's damages were caused by forces beyond Defendants' control, including, without limitation, the COVID-19 pandemic.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

6. Plaintiff failed to properly mitigate her alleged damages and, as a result, is barred from recovering those alleged damages.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

7. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and estoppel.

Accordingly, Defendants respectfully request that this Court enter judgment as follows:

1. That Plaintiff's Complaint be dismissed with prejudice and that judgment be entered in favor of Defendants;

2. That Plaintiff take nothing by way of her Complaint;

3. That Defendants be awarded their costs of suit incurred in defenses of this action, including an award of prevailing party attorneys' fees pursuant to the terms of the Agreement; and

4. For such further and other relief as the Court deems just and proper.

Respectfully submitted,

Dated: November 30, 2020

/s/ James M. Johnson
James M. Johnson
james@johnsontrial.com

*Attorneys for Defendants
Beauty Supply Institute, LLC and
Devin Robinson*

DEMAND FOR JURY TRIAL

Defendants hereby demand a trial by jury.

Respectfully submitted,

Dated: November 30, 2020

/s/ James M. Johnson
James M. Johnson
james@johnsontrial.com

*Attorneys for Defendants
Beauty Supply Institute, LLC and
Devin Robinson*